

THOMAS D. ALLMAN

Sheriff-Coroner



Captain Randy Johnson

Administrative Services

Captain Gregory L. Van Patten

Field Services

Captain Tim Pearce

Corrections

County of Mendocino Office Of The Sheriff-Coroner

September 23, 2014

Jerry Dean Verdot
2430 Center Valley Road
Willits, CA 95490

RE: Findings after Pre-Disciplinary "Skelly" Hearing

Dear Deputy Verdot:

After considering the totality of the circumstances, including statements by you and your legal representative, I have decided upon the course of action outlined in the Agreement enclosed.

After reviewing the agreement with your legal counsel and both of you signing in the appropriate areas, return the fully executed Agreement to me no later than Friday, September 26, 2014.

If you fail to reply by September 26, 2014 by 5:00 pm, your termination will be effective as of September 27, 2014.

Sincerely,

THOMAS D. ALLMAN
Sheriff-Coroner

cc: Tami Weselsky, Human Resources Director
Brina Latkin, Deputy County Counsel
Personnel File



County of Mendocino Office Of The Sheriff-Coroner

AGREEMENT

Jerry Dean Verdot ("Verdot") is employed as a Deputy Sheriff-Coroner II with the Mendocino County Sheriff's Office ("County").

On or about August 15, 2014, Verdot was given a Notice of Intent to Discipline. On September 8, 2014, a skelly meeting was held. At the skelly, attorney Manuel Nieto of Mastagni Holstedt represented Verdot. As a result of the above referenced meeting, Verdot and County have reached the following agreement:

- 1) Verdot will resign in lieu of termination, effective January 18, 2015;
- 2) Verdot will be demoted to Deputy Sheriff-Coroner I, Step I, for the remainder of his employment with County commencing with PP 9/28/14;
- 3) Verdot will use all of his leave accruals, excluding sick leave, prior to the effective date of his resignation;
- 4) Verdot's assignment will be determined by the Sheriff at his sole discretion without further appeal rights;
- 5) Verdot will not sign up for overtime hours;
- 6) Verdot has the right to appeal any disciplinary action which might result from this investigation, by administrative proceedings pursuant to the Mendocino County Civil Service Rules, but waives such right under this Agreement.
- 7) Violation of any term of this Agreement or violation of any Sheriff's Office rule or policy will be an independent ground for termination, without any right of appeal to the Civil Service Commission;
- 8) In executing this Agreement, neither party has relied upon the representations of the other party or any agent of the other party which are not expressed in this written Agreement;

- 9) The parties agree to the mutual confidentiality of this Agreement, except as necessary for its enforcement, or as required by law;
- 10) Verdot represents that (a) he has read the Agreement, (b) he has discussed it thoroughly with his attorney, (c) he understands all of its provisions and (d) he enters into it voluntarily;
- 11) If any term, condition, covenant, provision, or part thereof in this Agreement is, or is declared invalid, void, or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect;
- 12) Verdot's file is not being sealed and the information contained therein may be given to third parties or any County employee for lawful purposes. If any inquiry is made regarding Verdot's employment with County, County may disclose that Verdot resigned in lieu of termination. Verdot's file can also be disclosed by County in response to a lawful subpoena or used if such records are necessary for the County to defend itself in any action brought in any venue against the County by Verdot, or on his behalf, including an application for unemployment benefits, or to determine any terms of the settlement agreement. A copy of the settlement agreement will also be kept in County Counsel's office. The terms of this Agreement will remain confidential. There shall be no publicity of the terms of the settlement, the underlying discipline, the allegations upon which the discipline is based or Employees responses, either oral or written, to the same;
- 13) The Agreement settles all claims regarding any aspect of Verdot's employment with Mendocino County, including but not limited to any claim of discrimination, harassment or wrongful termination, known or unknown, and shall be binding on the above-described parties, their representatives, heirs and assigns, and all persons acting by, through, under, or in concert with each party;
- 14) This is a full and final release of any and all claims arising out of the events which are the subject of this Agreement; and the undersigned agree, as further consideration or inducement for this Agreement, that it shall apply to all unknown and unanticipated damages or injuries, resulting from said occurrence, which is the subject of this Agreement, as well as those that are

not disclosed. The undersigned expressly waive and relinquish their rights created under California Civil Code §1542. Section 1542 of the Civil Code of the State of California provides:

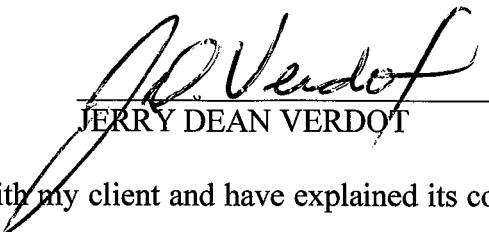
“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

- 15) This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereto, and the final complete and exclusive expression of the terms and conditions of the parties' agreement. Any and all prior agreements, representations, negotiations, and understanding made by the parties, oral or written, express or implied, are hereby superseded and merged herein;
- 16) In the event that legal proceedings are commenced to enforce any of the provisions of this Agreement or any rights existing hereunder, in addition to any damages, which may be claimed, the prevailing party shall be entitled to an award of attorneys' fees incurred in connection with the prosecution or defense of such action;
- 17) The parties agree that Mendocino County Superior Court is the proper venue for the purposes of enforcing the terms of this Agreement. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California;
- 18) This agreement may be executed in counterparts. The Agreement becomes final upon the execution of the last of the signatures to the Agreement;
- 19) Verdot represents that he has read this Agreement, that he understands all of its provisions, and that he enters into it voluntarily.

By Employee:

I, Jerry Dean Verdot, have read the foregoing Agreement and I understand the contents of it and, understanding its terms and conditions, agree to abide by it.

Executed at 24, California on September, 2014.


JERRY DEAN VERDOT

I have reviewed this Agreement with my client and have explained its contents. I approve this Agreement as to form and content.

Executed at _____, California, on _____, 2014.


MANUEL NIETO
Attorney for Jerry Dean Verdot

By County:

The County hereby accepts the resignation of Jerry Dean Verdot and the terms of this agreement.

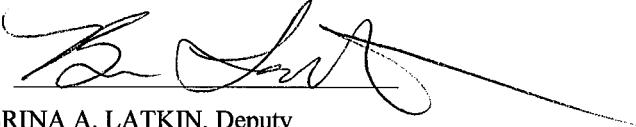
The undersigned County Employee hereby represents and warrants that he is duly authorized by the County of Mendocino to execute this agreement on behalf of said County, and that said County has duly authorized this agreement.

Executed at 23rd, California, on September, 2014.


By: 
THOMAS D. ALLMAN, Sheriff-Coroner

Approved as to Form:

DOUGLAS L. LOSAK, Acting County Counsel

By: 
BRINA A. LATKIN, Deputy

*Mendocino County Sheriff's Office*By Employee:

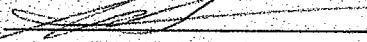
I, Jerry Dean Verdot, have read the foregoing Agreement and I understand the contents of it as understanding its terms and conditions, agree to abide by it.

Executed at 24, California on SEPTEMBER, 2014.


Jerry Dean Verdot

I have reviewed this Agreement with my client and have explained its contents. I approve this A as to form and content.

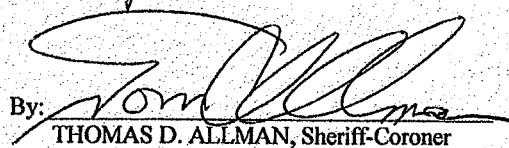
Executed at 24, California, on September, 2014.


MANUEL NIETO
Attorney for Jerry Dean VerdotBy County:

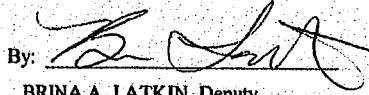
The County hereby accepts the resignation of Jerry Dean Verdot and the terms of this agreement.

The undersigned County Employee hereby represents and warrants that he is duly authorized by the County of Mendocino to execute this agreement on behalf of said County, and that said County authorized this agreement.

Executed at 23rd, California, on September, 2014.


By: Thomas D. Allman
THOMAS D. ALLMAN, Sheriff-CoronerApproved as to Form:

DOUGLAS L. LOSAK, Acting County Counsel

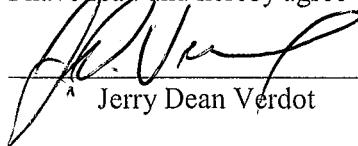
By: 
BRINA A. LATKIN, Deputy

**ADDENDUM TO SEPARATION AGREEMENT
BETWEEN MENDOCINO COUNTY AND JERRY DEAN VERDOT**

With regard to item 12 of the separation agreement (attached) the parties additionally agree as follows:

12. The County understands and agrees that various provisions of law, including but not limited to, California Penal Code 832.7 and 832.8, afford to Mr. Verdot certain rights of privacy in County personnel records regarding his employment with the County. County will protect such rights of privacy in accordance with applicable law.

I have read and hereby agree to this addendum:

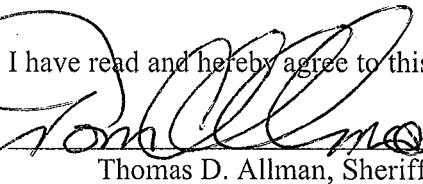


Jerry Dean Verdot

9/24/14

Date

I have read and hereby agree to this addendum:



Thomas D. Allman, Sheriff-Coroner

09/25/2014

Date